Q 8 / What are the activities that consider as commercial transaction according to the law of Iraq NO.30 in 1984 ?

A / 1- **Purchase of movables of whatever kind with the intent to sell or hire them out in their original form or after . Procession or conversion thereof in any other manner with the intent to make Profit .**

2 – taking movable on lease with the intent to hire them out or subleasing them to third parties .

3 – all transaction relating to bill of exchange , Promissory notes and Cheque regardless of the Capacity of the persons . concerned and whatever may be the nature of the transaction of wish they are executed .

Q9 / What are the activities that relating to maritime navigation , Which be deemed to be commercial activities ?

1- **Construction , repair or maintenance of ship or aircraft .**
2- **Purchase , sale , charter or taking on charter of Ships and aircraft With the intent to exploiting them .**
3- **Purchase of materials or equipment for providing ships or aircraft with the necessary supplies.**
4- **sea or maritime transport .**
5- **loading and uploading operation .**
6- **Contract relating to the employment of ship masters , pilot , engineer , navigators and such other employees .**
7- **Lending and borrowing .**

Q 10/ What are the commercial activities that undertaken as a occupation ?

1- **Supply export and distribution of goods .**
2- **Industry .**
3- **Land transport .**
4- **Commercial agencies, business of commission agent and commercial representation .**
5- **Brokerage of whatever kind .**

1.Express terms .

These are terms , Which the parties have literally spelled out ,for example a clear and comprehensive description of the goods or duty required, to Complete the contract . Express terms can be in Writing or made orally as it is unambiguous and so there is no mistake as to the duty or requirements of the Contract .

2 – Implied terms .

Often parties will not expressly deal with every query that could arise under the contract . This may be because they had assumed terms too obvious to mention or the did not consider every possible eventuality .When a problems arises which has not been dealt With by the express terms of the contract , then it may be argued that a term can be implied , for example, terms Which go Without Saying . An implied term may arise when there is no express term include to complete or end a Contract .